

Purpose and construction of this section. *Key v. Davis*, 1 Md. 41.

This section held to bar the reversionary interest of the proprietary. *Howard v. Moale*, 2 H. & J. 261.

For cases involving the act of descents (1786, ch. 45), as applicable to estates in tail, see *Posey v. Budd*, 21 Md. 477; *Smith v. Smith*, 2 H. & J. 314.

For cases involving estates in tail, see *Partridge v. Dorsey*, 3 H. & J. 302; *Carroll v. Maydwell*, 3 H. & J. 292; *Jones v. Jones*, 2 H. & J. 281; *Hopkins v. Threlkeld*, 3 H. & McH. 443; *Calvert v. Eden*, 2 H. & McH. 279.

This section referred to in construing a will. *Chelton v. Henderson*, 9 Gill, 438.

An. Code, 1924, sec. 26. 1912, sec. 25. 1904, sec. 25. 1888, sec. 25. 1856, ch. 154, sec. 21.

**27.** Every power of attorney authorizing an agent or attorney to sell and convey any real estate shall be attested and acknowledged in the same manner as a deed, and recorded with the deed executed in pursuance of such power of attorney; but a corporation shall have power to appoint an attorney for the same purpose by its corporate seal.

Where the power of attorney is recorded prior to the recording of the deed, this section is complied with. *Rosenthal v. Ruffin*, 60 Md. 326.

Where the powers of attorney are not produced, and it does not appear that this section was complied with, the deed is invalid. *Citizens' Fire Ins. Co. v. Doll*, 35 Md. 103.

When a deed containing a power of attorney is duly executed, proof of execution of the power is unnecessary. *Davidson v. Beatty*, 3 H. & McH., 594.

See art. 10, sec. 41, *et seq.*

An. Code, 1924, sec. 27. 1912, sec. 26. 1904, sec. 26. 1888, sec. 26. 1856, ch. 154, sec. 22.

**28.** Such power of attorney shall be deemed to be revoked when the instrument containing the revocation is recorded in the office in which the deed should properly be recorded.

An. Code, 1924, sec. 28. 1912, sec. 27. 1904, sec. 27. 1888, sec. 27. 1856, ch. 154, sec. 23.

**29.** Any person executing a deed conveying real estate, as agent or attorney for another, shall describe himself in and sign the deed as agent or attorney.

There is nothing in this section prohibiting the continuance of the common law method of executing deeds under powers of attorney. The method pointed out by this section is also valid. *Posner v. Bayless*, 59 Md. 61.

This section held to have been complied with. *Citizens' Fire Ins. Co. v. Doll*, 35 Md. 103. And see *Posner v. Bayless*, 59 Md. 61.

An. Code, 1924, sec. 29. 1912, sec. 28. 1904, sec. 28. 1888, sec. 28. 1865, ch. 47.

**30.** Every bond, writing obligatory or contract for the conveyance of real estate, or any interest or estate of, in, or relating to real estate, and every bond, writing obligatory or contract for the leasing and demising for any term of years, of real estate, may be executed, acknowledged and recorded in the same manner as deeds of real estate are required by this article to be executed, acknowledged and recorded, and as if such bonds, writings obligatory and contracts were deeds as aforesaid; and a certified copy of the record of any such bond, writing obligatory or contract shall be received as evidence of such bond, writing obligatory or contract, as fully as a like copy of the record of any such deed duly executed, acknowledged and recorded in the manner aforesaid would be evidence of such deed.

For a case involving act of 1831, ch. 205, sec. 3 (authorizing bonds of conveyances to be recorded), see *United States Co. v. Shriver*, 3 Md. Ch. 384.

Lease for consideration, without notice of prior contract to lease, prevails. Possession of land as notice. *Liggett Co. v. Rose*, 152 Md. 160.

Cited in *Blanch v. Collison*, 174 Md. 433.

See notes to sec. 1.